



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Patricia and Larry Peters, with reference to the following facts:

1. At all times mentioned herein, Patricia and Larry Peters operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 44372 West End Loop, Taylor, NE 68879.
2. APHIS has documented evidence of Patricia and Larry Peters' non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Patricia and Larry Peters' failure to provide adequate veterinary care, make a responsible adult available, and to maintain housing facilities as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b)(2); 2.126(b); 3.1; 3.11).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Patricia and Larry Peters have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Patricia and Larry Peters admit that the Secretary has jurisdiction in this matter, and waive oral hearing and further procedure.
6. Patricia and Larry Peters consent and agree to the following:
 - a. Patricia and Larry Peters agree to sell, donate, and/or transfer ownership and possession of any dogs on their premises,



regardless of ownership, within twelve (12) weeks from the date Patricia and Larry Peters sign this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dog that Patricia and Larry Peters hold at the time Patricia and Larry Peters sign this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Patricia and Larry Peters to retain a reasonable number of dogs that are maintained for their own personal use and enjoyment, provided that the laws of the jurisdiction where Patricia and Larry Peters live allow them to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Patricia and Larry Peters' facility to determine their existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Patricia and Larry Peters' facility within twelve (12) weeks from the date Patricia and Larry Peters sign this Settlement Agreement to verify compliance with paragraph (a) above. Patricia and Larry Peters shall not unreasonably withhold their consent to a time and date for Animal Care to conduct the inventories. Patricia and Larry Peters shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Patricia and Larry Peters sign this Settlement Agreement.

e. As of the date Patricia and Larry Peters sign this Settlement Agreement, AWA license 47-A-0444 is hereby revoked.

f. Patricia and Larry Peters and any partnerships, firms, corporations or other legal entities that they control or in which they have a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 44372 West End Loop, Taylor, NE 68879.

7. Patricia and Larry Peters consent and agree that their failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Patricia and Larry Peters based upon the non-compliant items documented at 44372 West End Loop, Taylor, NE 68879, in connection with animal welfare investigation NE140003-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Patricia and Larry Peters' agreements and actions described in paragraph 6 above, and the promises and admissions of Patricia and Larry Peters set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Patricia and Larry Peters in connection with the alleged AWA violations documented in animal welfare investigation NE140003-AC.

APHIS and Patricia and Larry Peters warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

Reference Number:
NE140003-AC
Issuance Date: October 29,
2014
Version: Final



Patricia and Larry Peters

Signature

[Redacted Signature]

Date: 11-20-14

Signature

[Redacted Signature]

Date: 11-22-14

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature

[Redacted Signature]

Date: 12/1/2014

Bernadette Suarez
Director
Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture